



# FAIRFAX COUNTY

DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT  
12000 Government Center Parkway, Suite 427  
Fairfax, Virginia 22035-0013

[www.co.fairfax.va.us/dpsm](http://www.co.fairfax.va.us/dpsm)

V I R G I N I A

Telephone: (703) 324-3201 Fax: (703) 324-3228 TTY 1-800-828-1140

JUN 26 2003

AMENDMENT NO. 1

SUBJECT: Banking Services

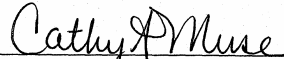
CONTRACTOR  
Bank of America  
10 Light Street, 15<sup>th</sup> Floor  
Baltimore, MD 21202-1499

VENDOR CODE  
B540314875-18

CONTRACT NO.  
RQ02-545166-39A

By mutual agreement, Contract RQ02-545166-39A is hereby amended to incorporate the agreement to utilize its merchant card services for processing revenue collection by credit and debit card. The agreement is detailed in the attached Account Application and Merchant Services Agreement as amended. The pricing for Fairfax County is \$1.67 plus pass thru Interchange, Per Item and Non Quals.

All other prices, terms and conditions remain the same.



Cathy A. Muse, CPPO  
Director/County Purchasing Agent

DISTRIBUTION:

Contractor  
Assistant Buyer- Team 2  
Department of Finance – Accounts Payable Section  
Department of Finance – Accounting and Reporting – Michelle Schwartz

Contract Administrator-KCS

# MERCHANT SERVICES Account Application

Bank of America



## Business Information

County of Fairfax, Virginia

Legal business name

DBA name

John D. Higgins

Name and phone number of primary contact

703 324-3126

FAX #

703 324-4767

Business Customer Service phone #

12000 Government Center Parkway

Physical business street address (no P.O. boxes)

Fairfax

VA

22035

City

State

Zip

Mailing address (P.O. boxes okay)

City

State

Zip

www.fairfaxcounty.gov

Business Web site address

Business e-mail address

## Type of Business

- ☐ Sole proprietorship ☐ Medical or legal corporation ☒ Government  
☐ Partnership ☐ Association, Estate, Trust ☐ International organization  
☐ Limited partnership ☐ Tax exempt organization ☐ Limited liability company  
☐ Corporation, check one: ☐ Publicly traded (symbol \_\_\_\_\_) ☐ Privately owned

Federal taxpayer ID # 54-0787833

What products/services do you sell? Municipal government

When was this business originally established (MM/YY)? 06/42 (1742)

How long has current owner owned this business?

## Business Site

- ☐ Retail storefront ☐ Private residence ☐ Office suite ☐ Internet ☒ Other  
How long at this location? 12 years Number of locations 3

## Refund Policy

- ☐ No refund ☐ Refund in 30 days or less ☐ Merchandise exchange only ☐ Other various

## OWNERSHIP - PLEASE LIST THE THREE OWNERS WITH THE LARGEST SHARES OF OWNERSHIP TOTALING AT LEAST 51%.

Owner's Name	% of Ownership	Owner since (MM/YY)	Residence Address	City	State	Zip Code	Social Security Number
N/A							

## BANK ACCOUNTS - Please list all bank accounts.

Name of Financial Institution	Account Type	Account Number	Transit Routing Number	Length of Relationship
Bank of America, NA	Business Checking*	000032850557	05 1000017	10 years

\* This account will be the designated deposit account. Please attach pre-printed voided check from this account to bottom left corner of this application.

## Additional Required Documents - Please include copies of these documents with your application.

- ☐ Most recent 3 months' merchant processor statements. ☐ Most recent tax returns (see instructions in Sign-up Package). ☐ If mail or phone order, supply catalogs, brochures, and advertising.

## Processing Information

Projected monthly cash sales \$1 million

Projected monthly check sales \$100 million

Projected monthly Visa/MasterCard sales \$795,000

Total projected monthly sales from all payment types \$102 million

Average Visa/MasterCard transaction \$

Have you accepted credit cards before? ☐ Yes ☐ No

If yes: Name of previous processor United Merchant Services

If Bank of America, list Merchant ID#

Card-swiped transactions 10 %

In-person key-entered transactions %

Mail/Phone order transactions 80 %

Internet commerce transactions 10 %

TOTAL = 100 %

Is a fulfillment house used? ☐ Yes ☒ No ☐ N/A

If yes:

Name

Street Address

City, State, Zip

Phone #

When is your customer billed? ☐ On order ☐ On inventory verification ☐ On shipment

Where is your inventory housed?

## Equipment Options

Terminal	Model	Quantity	Rent	Buy	Reprogram merchant's equipment
Printer			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PIN Pad			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Check Reader			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Imprinter			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ E-commerce solutions:

☐ Software:

Do you need a terminal that can be adjusted for tips? ☐ Yes ☐ No

Send set-up kit to: ☐ Merchant ☐ Banking center

## Payment Options

☐ Visa/MasterCard\* Credit Cards

☐ JCB Card

#

☐ Diners Club\*/Carte Blanche\*

#

☐ American Express\* Card\*

#

☐ Discover\* Card/NOVUS\*\* Card brands\*

#

\* Separate agreement required with American Express and Discover/NOVUS card organizations.

☐ Purchasing Card

☐ Debit Card (PIN pad required)

☐ Electronic Check Service

☐ Conversion only

☐ Conversion with Verification

☐ Conversion with Guarantee

☐ Check Warranty (Certegy)

☐ Travel & Entertainment Services

☐ Express Payment Service

☐ Supermarket Incentive Program

☐ Other

## Agreement Signatures

By signing below, the Merchant named above (1) certifies that all information and documents submitted in connection with this Application are true and complete; (2) acknowledges receipt of the Bank of America, N.A. Merchant Services Agreement ("Agreement"); (3) agrees that Merchant and each transaction submitted to Bank of America, N.A. ("Bank") will be bound by that Agreement; (4) agrees that Merchant will submit transactions to Bank only in accordance with information in this Application and will immediately inform Bank as required in the Notices section of the Agreement if any information in this Application changes; (5) agrees that American Express Travel Related Services Company, Inc. ("Amex") will send a Welcome Letter and the Terms and Conditions for American Express\* Card Acceptance to Merchant after Amex approves Merchant to accept the Amex Card and other account access devices issued by Amex, or its subsidiaries or affiliates or its or their licensees bearing the Amex name or an Amex trademark, service mark or logo ("Card or Cards"), and that by accepting Amex Cards, Merchant agrees to be bound by those terms and conditions; (6) agrees to the Fee Schedule provided to the Merchant; and (7) agrees that this application is subject to approval by Bank, and authorizes Bank to share or provide this information with Bank's affiliates.

## MERCHANT SIGNATURE

SIGN HERE X 1) Cathy A. Muse 6/26/03

Principal/Owner for applicant

Print name Cathy A. Muse Title Director/Purchasing Agent

X 2) Department of Purchasing and Supply Management

Principal/Owner for applicant

Print name \_\_\_\_\_ Title \_\_\_\_\_

X 3) \_\_\_\_\_ Date \_\_\_\_\_

Principal/Owner for applicant

Print name \_\_\_\_\_ Title \_\_\_\_\_

X 4) \_\_\_\_\_ Date \_\_\_\_\_

Principal/Owner for applicant

Print name \_\_\_\_\_ Title \_\_\_\_\_

X 5) \_\_\_\_\_ Date \_\_\_\_\_

Principal/Owner for applicant

Print name \_\_\_\_\_ Title \_\_\_\_\_ Rep # \_\_\_\_\_

## BANK OF AMERICA SIGNATURE

X 1) Bank of America signature

Print name \_\_\_\_\_ Title \_\_\_\_\_ Rep # \_\_\_\_\_

## GUARANTOR SIGNATURE

☐ Check here if this application is for a privately held corporation, limited partnership, or limited liability company. If so, the principal owner(s) must sign below agreeing to the Continuing Guaranty provided in the Agreement:

X 1) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 2) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 3) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 4) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 5) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 6) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 7) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 8) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 9) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 10) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 11) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 12) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 13) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 14) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 15) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 16) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 17) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 18) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 19) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 20) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 21) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 22) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 23) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 24) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 25) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 26) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 27) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 28) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 29) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 30) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 31) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 32) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 33) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 34) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

X 35) Guarantor signature \_\_\_\_\_ Date \_\_\_\_\_

ATTACH VOIDED CHECK HERE

ACCOUNT APPLICATION  
Bank of America, N.A. Member FDIC  
©2003 Bank of America Corporation  
00-39-0157/0 01/2003

Regulate

TOP AND MIDDLE COPIES: MERCHANT SERVICES

## FOR BANKING CENTER USE ONLY - Please print:

Banking center contact name \_\_\_\_\_ Phone # \_\_\_\_\_

Position/Title \_\_\_\_\_ Date \_\_\_\_\_

Social Security # \_\_\_\_\_ FAX # \_\_\_\_\_ Mail code \_\_\_\_\_

Banking center name \_\_\_\_\_ 10-digit cost center # \_\_\_\_\_

Bank of America representative

Type of client: ☐ Commercial/Private banking ☐ Small business banking (from Business Line)

Control #

Blitz code

code

5. Subsection 3.01.B of the MS Agreement is hereby deleted and replaced in its entirety with the following:

You must treat all Visa, MC, and Network materials and those portions of the Agreement and materials supplied by us and marked "confidential" as confidential and proprietary information and you must protect them with not less than the degree of care a prudent business entity would use to protect its own confidential and proprietary information. You may disclose such confidential and proprietary documents and materials to those of your employees having a specific need to know.

6. Subsection 7.13.B of the MS Agreement is hereby deleted and replaced in its entirety with the following:

Each Chargeback to you is immediately due and payable by you. Without limiting our other remedies or our security interest described in Section 11 below, we may deduct, debit or withhold the amount of a Chargeback or anticipated Chargeback from the Deposit Account at any time without advance notice. We will release to you any of your deposits in the Deposit Account after we determine that the Deposit Account is not likely to be needed to cover any Chargebacks. We will not continue to withhold your funds without reasonable justification under the circumstances.

7. Section 10 of the MS Agreement is hereby deleted in its entirety.

8. Section 11.01 of the MS Agreement is hereby deleted and replaced in its entirety with the following:

Grant of Security Interest. To secure your performance of your obligations under this Agreement, you grant us security interests in each Charge and its proceeds and the Deposit Account, whether now existing or established in the future. We may enforce these security interests without notice or demand. The security interests granted under this Agreement terminate effective with the effective date of termination of this Agreement. You recognize that Processing Fees will and Chargebacks and Credit Vouchers may be presented after the effective date of termination and you agree to make provision for payment of such items post termination.

9. The introductory language of Section 12.01 of the MS Agreement is hereby deleted and replaced in its entirety with the following:

12.01 Fees. You will pay us fees in the Fee Schedule and its attachments. The Fee Schedule will include fees and charges for authorization and data-capture services. You will also pay us any and all

charges or fines imposed for your Transactions by Card Organizations. The Fee Schedule is part of this Agreement. Fees will be based on the gross dollar amount of all Charges received by us from you during the preceding calendar month, week, or day. In addition, you may be assessed a surcharge for certain non-qualified Transactions as described in the Fee Schedule. We may charge fees based on a discount percentage, per item, interchange plus basis, or as otherwise agreed with you. Additional fees and charges apply for the Special Services described in Sections 19-23, as well as for extra services as agreed between you and us. Processing Fees that are not in our sole control (such as fees set by the Card Organizations) may be changed from time to time upon 30 days' prior notice. Processing Fees in our sole control may be changed upon notice at least 90 days' prior to a renewal term. Notices of changes in Processing Fees will be made as provided in the Notices section of this Agreement. Any change in fees will become part of this Agreement as of the effective date.

10. Section 12.01.B. of the MS Agreement is hereby deleted and replaced in its entirety with the following:

B) We will withdraw amounts due directly from the Deposit Account. If the balance in the Deposit Account is insufficient to pay the fees and charges, and if you fail to pay any amount that is due upon demand, we may, at our option, and without further notice or demand, cause the amount due to be withdrawn from the Deposit Account at any time.

11. Section 14 of the MS Agreement is hereby deleted and replaced in its entirety with the following:

#### Section 14. Responsibility for Losses

Each party will be responsible to the other for losses resulting from its actions pursuant to this Agreement.

12. The introductory language of Section 15 of the MS Agreement is hereby deleted and replaced in its entirety with the following:

#### Section 15. TERMINATION OF AGREEMENT

This Agreement will continue in effect until June 30, 2004 unless earlier terminated as provided in this Section 15. Thereafter, this Agreement may be renewed for subsequent one-year terms. Upon 30 days' prior notice, either party may terminate one or more Special Services as described in the notice of termination. We may terminate this Agreement immediately, followed by written notice to you in the event we reasonably determine that:

13. The last sentence of Subsection 15.M. of the MS Agreement is hereby deleted and replaced in its entirety with the following:

Termination of this Agreement does not affect your obligations with respect to any fee owing at termination, or to any Sales Draft or Credit Voucher accepted by us (whether before or after such termination), including, without limitation, Chargeback obligations, the security interest granted to us in Section 11 or the obligations for "Preservation and Security of Information and Records" outlined in Section 4.03.

14. Section 16.B of the MS Agreement is hereby deleted and replaced in its entirety with the following:

Amendments. We may amend this Agreement at any time by sending you notice or making it available to you as provided in the Notices section of this Agreement at least 15 days before the effective date of the amendment, except for an increase in the Fee Schedule, which will be made in accordance with Section 12.01 as amended herein and except for any non-monetary change in the sole control of Bank of America. Notice of such non-monetary change in Bank of America's sole control will be given at least 90 days prior to a renewal term. An amendment becomes effective unless we receive your written notice of termination of this Agreement effective no later than the effective date of the amendment. We may amend this Agreement on less than 15 days' prior written notice if we reasonably determine any Operating Procedures or provisions of law require an earlier amendment.

15. Section 17 of the MS Agreement is hereby deleted and replaced in its entirety with the following:

A) Contractual Disputes.

Any disputes concerning a question of fact as a result of a contract with the County which is not disposed of by agreement will be decided by the County Purchasing Agent, who will reduce his decision to writing and mail or otherwise forward a copy thereof to Bank of America within thirty (30) days. The decision of the County Purchasing Agency will be final and conclusive unless Bank of America appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. Bank of America may not institute legal action prior to receipt of the public body's decision on the claim unless the public body fails to render such decision with the time specified.

Contractual claims, whether for money or other relief, will be submitted in writing no later than sixty (60) days after the final payment; however, written notice of Bank of America's intention to file such claim

of America at least 60 days' advance notice in the event that the Fairfax County Board of Supervisors does not make an appropriation sufficient to cover the expected Processing Fees for the next subsequent period. The parties further agree that Bank of America may terminate the MS Agreement effective on the date when appropriations are not expected to be available to pay projected Processing Fees.

County of Fairfax, Virginia

Bank of America, N.A.

Cathy A. Muse  
Signed

Margie B. Anthony  
Signed

**CATHY A. MUSE, CPPO, DIRECTOR**  
**COUNTY OF FAIRFAX**  
**DEPARTMENT OF PURCHASING & SUPPLY MANAGEMENT**

Margie B. Anthony  
Print Name

Vice President  
Title

Title

Title

June 26, 2003  
Date

June 28, 2003  
Date